

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SEAN WILSON, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

PTT, LLC, a Delaware limited liability
company d/b/a HIGH 5 GAMES, LLC, a
Delaware limited liability company

Defendant.

Civil Action No. 3:18-cv-05275-RSL

**STIPULATION AND ORDER
REGARDING AGREED RIDER TO
PROTECTIVE ORDER
REGARDING THE USE AND
DISCLOSURE OF DISCOVERY
PRODUCED BY NONPARTY
AMAZON.COM, INC.**

NOTING DATE: May 6, 2021

This agreement is entered into between and among nonparty Amazon.com, Inc. (“**Amazon**”) and Plaintiff, Sean Wilson, individually and on behalf of all others similarly situated (the “**Plaintiff**” and together with Amazon, the “**Parties**”). The Parties anticipate that Amazon will produce documents in this action that Amazon contends contain sensitive consumer information. This agreement is intended to supplement the protective orders entered by the Court on September 19, 2018 (ECF No. 51) and March 8, 2019 (ECF No. 62) (collectively, “**Protective Order**”).

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause for the following Agreed Rider To Protective Order Regarding The Use And Disclosure Of Discovery Produced By Nonparty Amazon.com, Inc. (the “**Rider**”).

PURPOSES AND LIMITATIONS

Amazon Protected Material designated under the terms of this Rider shall be used by Class Counsel and/or the Notice Administrator, as set forth herein, solely for the purpose of providing notice to Damages Class Members and other uses expressly contemplated by this Rider. Amazon Protected Material shall not be used directly or indirectly for any other purpose whatsoever.

DEFINITIONS

“Amazon Protected Material” means any discovery produced by Amazon in this case and any other materials agreed upon in writing between the Parties.

“Damages Class Member” means all persons in Washington who made in-game purchases within the application associated with Amazon Standard Identification Number (“ASIN”) B017WKUGQI after April 9, 2014.

“Lifetime Spending Amount” means a Damages Class Member’s all-time spending amount with respect to in-game purchases within the application associated with ASIN B017WKUGQI.

“Class Counsel” means Plaintiff’s attorneys representing them in this case.

“Notice Administrator” means Heffler Claims Group or any professional class action administrator otherwise approved by this Court.

“Final Disposition” occurs after an order, mandate, or dismissal finally terminating the above-captioned action with prejudice, including all appeals.

COMPUTATION OF TIME

The computation of any period of time prescribed or allowed by this Rider shall be governed by the provisions for computing time set forth in Federal Rule of Civil Procedure 6.

SCOPE

The protections conferred by this Rider cover not only the Amazon Protected Material governed by this Rider as addressed herein, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,

1 conversations, or presentations by Class Counsel in court or in any other settings that might
2 reveal Amazon Protected Material.

3 **DURATION**

4 Even after the termination of this case, the confidentiality obligations imposed by this
5 Rider shall remain in effect until Amazon agrees otherwise in writing or a court order
6 otherwise directs, subject to the Final Disposition clause herein.

7 **ACCESS TO AMAZON PROTECTED MATERIAL**

8 **Basic Principles.** All Amazon Protected Material shall be used solely for the purpose of
9 providing notice to Damages Class Members, the calculation, prosecution, and any ultimate
10 payment of Damages Class Members' claims, and other uses expressly agreed upon with
11 Amazon in writing. Amazon Protected Material shall not be used for any other purpose
12 whatsoever, including without limitation in any other litigation or any business or competitive
13 purpose or function. Amazon Protected Material shall not be provided, distributed, disclosed,
14 or made available to anyone except as expressly provided in this Rider.

15 **Secure Storage, No Export.** Amazon Protected Material must be stored and
16 maintained at a location in the United States and in a secure manner that ensures that access
17 is limited to the persons authorized under this Rider. To ensure compliance with applicable
18 United States Export Administration Regulations, Amazon Protected Material may not be
19 exported outside the United States.

20 **Limitations.** Nothing in this Rider shall restrict in any way Amazon's use or
21 disclosure of its own Amazon Protected Material.

22 **Designation.** For the avoidance of doubt, in all circumstances not specifically
23 addressed by this Rider, all Amazon Protected Material shall be treated as if designated
24 "CONFIDENTIAL" under the Protective Order regardless of whether the Amazon Protected
25 Material has been stamped or marked in accordance with that Order.

26 **USE OF PROTECTED MATERIAL**

27 Amazon will produce certain Amazon Protected Materials as set forth herein.

Disclosure to Notice Administrator and Class Counsel.

To the extent Amazon is in possession of such information, Amazon will produce directly to the Notice Administrator and Class Counsel: (a) a list of all Damages Class Members, their Lifetime Spending Amounts, and their email addresses and, in addition, (b) for Damages Class Members whose Lifetime Spending Amounts exceed \$100, their physical mailing addresses and phone numbers. Unless otherwise ordered by the Court or authorized through the prior written consent of Amazon, the Notice Administrator and Class Counsel may disclose these Amazon Protected Materials only to members of the Notice Administrator's staff or Class Counsel's staff, or to any copying, clerical or other support services working at the direction of the Notice Administrator, to whom disclosure is reasonably necessary for the uses expressly set forth in this Rider, provided that each such person to whom disclosure is made must first agree to be bound by the provisions of this Rider by signing a copy of Exhibit A.

Disclosure to Individual Damages Class Members

Nothing in this section is intended to restrict the Notice Administrator or Class Counsel from disclosing to a Damages Class Member any Amazon Protected Material that specifically relates to that individual.

CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL

This Rider does not provide a mechanism for Plaintiff to challenge the designation or protected status of Amazon Protected Materials. Any such challenges may be made pursuant to the Protective Orders already entered in this case.

SUBPOENAS OR COURT ORDERS

If at any time Amazon Protected Material is subpoenaed by any court, arbitral, administrative, or legislative body, the party to whom the subpoena or other request is directed shall immediately give prompt written notice thereof to Amazon and to its counsel and shall provide Amazon with an opportunity to move for a protective order regarding the production of Amazon Protected Materials implicated by the subpoena.

FILING PROTECTED MATERIAL

Absent written permission from Amazon or a court order secured after appropriate notice to all interested persons, Plaintiff may not publicly file (*i.e.*, file without a motion to seal) or disclose in the public record any Amazon Protected Material.

INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER

In the event of a disclosure of any Amazon Protected Material pursuant to this Rider to any person or persons not authorized to receive such disclosure under this Rider, the party responsible for having made such disclosure, and each party with knowledge thereof, shall immediately notify counsel for Amazon and provide all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing party shall also promptly take all reasonable measures to retrieve the improperly disclosed Amazon Protected Material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made.

Unauthorized or inadvertent disclosure does not change the status of Amazon Protected Material or waive the right to hold the disclosed document or information as Protected.

FINAL DISPOSITION

Not later than ninety (90) days after closure of the Final Disposition of this case, Class Counsel and the Notice Administrator shall return all Amazon Protected Material to Amazon's outside counsel or destroy the Amazon Protected Material, at the option of Amazon.

Upon Amazon's request, Plaintiff and the Notice Administrator shall certify in writing that all such materials have been returned to counsel for Amazon or destroyed.

MISCELLANEOUS

Termination of Matter and Retention of Jurisdiction. The Parties agree that the terms of this Rider shall survive and remain in effect after the Final Disposition of the Actions. The

1 Court shall retain jurisdiction after Final Disposition of the matter to hear and resolve any
2 disputes arising out of this Rider.

3 Successors. This Rider shall be binding upon the Parties, their attorneys, and their
4 successors, executors, personal representatives, administrators, heirs, legal representatives,
5 assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any
6 persons or organizations over which they have direct control.

7 Modification by Court. This Rider is subject to further court order based upon public
8 policy or other considerations, and the Court may modify this Rider sua sponte in the interests
9 of justice. The United States District Court for the Western District of Washington is
10 responsible for the interpretation and enforcement of this Rider. All disputes concerning
11 Amazon Protected Material, however designated, produced under the protection of this Rider
12 shall be resolved by the United States District Court for the Western District of Washington.

13 Representation and Agreements Regarding Production. The Parties agree to meet and
14 confer in good faith regarding the timing of the production. Amazon anticipates that it will
15 complete production of the Amazon Confidential Information to the Notice Administrator and
16 Class Counsel as set forth herein on or before June 4, 2021.

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18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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21 DATED: May 6, 2021

/s/ Todd Logan
Todd Logan
tlogan@edelson.com
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150 California Street, 18th Floor
San Francisco, California 94111
Attorney for Plaintiff, Sean Wilson

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25 DATED: May 6, 2021

/s/ Alexander G. Tievsky
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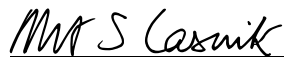
DATED: May 6, 2021

/s/ James Howard
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Attorneys for Non-Party, Amazon.com, Inc.

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED

Dated this 7th day of May, 2021.



Robert S. Lasnik
United States District Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____, acknowledge and declare that I have received a copy of the Agreed Rider to the Protective Order Regarding the Use and Disclosure of Discovery Produced by Nonparty Amazon.com, Inc. (the "Rider") in *Sean Wilson, et al. v. PTT, LLC d/b/a High 5 Games, LLC*, Case No. 3:18-cv-05275-RSL (W.D. Wash. filed Apr. 6, 2018). Having read and understood the terms of the Rider, I agree to be bound by the terms of the Rider and consent to the jurisdiction of the United States District Court, Western District of Washington for the purpose of any proceeding to enforce the terms of the Rider.

Printed name: _____

Company/ Firm: _____

Signature: _____

Date: _____

City and State were sworn and signed: _____